SERFF Tracking #: ACEH-132218859 State Tracking #:

Company Tracking #: 20-14403-F

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

**Product Name:** Masterpiece **Project Name/Number:** /20-14403-F

## Filing at a Glance

Companies: Great Northern Insurance Company

Pacific Indemnity Company Vigilant Insurance Company Federal Insurance Company

Product Name: Masterpiece

State: District of Columbia

TOI: 17.1 Other Liability-Occ Only

Sub-TOI: 17.1000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 01/14/2020

SERFF Tr Num: ACEH-132218859
SERFF Status: Closed-APPROVED

State Tr Num:

State Status:

Co Tr Num: 20-14403-F

Effective Date 02/24/2020

Requested (New):

Effective Date 04/09/2020

Requested (Renewal):

Author(s): Kathleen Casey, Cindy Langston, Doreen Freiman, Brenda Balboni, Emily Miglis

Reviewer(s): Carmen Belen (primary)

Disposition Date: 01/24/2020
Disposition Status: APPROVED
Effective Date (New): 02/24/2020
Effective Date (Renewal): 04/09/2020

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

**Product Name:** Masterpiece **Project Name/Number:** /20-14403-F

### **General Information**

Project Name: Status of Filing in Domicile:
Project Number: 20-14403-F Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 01/24/2020

State Status Changed: Deemer Date:

Created By: Emily Miglis Submitted By: Emily Miglis

Corresponding Filing Tracking Number:

Filing Description:

We are submitting this filing to revise the Personal Liability Coverage form that was submitted under SERFF Tr Num: ACEH-131123312 & Co Tr Num: 16-11645-LIAB-F on 8/15/2017.

This correction was discussed with Carmen Belen on Thursday, January 9th.

We are editorially revising the Exclusion, Motorized land vehicles to add the word "not". During, a previous contract change the word "not" was inadvertently removed from the exclusion.

Our proposed effective dates are February 24, 2020 for new business and April 9, 2020 for renewals.

## **Company and Contact**

### **Filing Contact Information**

Emily Miglis, Filing Analyst emiglis@chubb.com
202 Halls Mill Road, 908-572-2877 [Phone]

Whitehouse Station,, NJ 08889

SERFF Tracking #: ACEH-132218859 State Tracking #:

Company Tracking #: 20-14403-F

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

**Product Name:** Masterpiece **Project Name/Number:** /20-14403-F

**Filing Company Information** 

Great Northern Insurance CoCode: 20303 State of Domicile: Indiana

Company Group Code: 626 Company Type: Stock

One American Square Group Name: Chubb State ID Number: 202 N. Illinois St. FEIN Number: 41-0729473

Suite 2600

Indianapolis, IN 46282 (908) 572-2000 ext. [Phone]

Federal Insurance Company CoCode: 20281 State of Domicile: Indiana

One American Square Group Code: 626 Company Type: Stock 202 N. Illinois St. Group Name: Chubb State ID Number:

Suite 2600 FEIN Number: 13-1963496

Indianapolis, IN 46282 (908) 572-2000 ext. [Phone]

Vigilant Insurance Company CoCode: 20397 State of Domicile: New York

55 Water Street Group Code: 626 Company Type: Stock

New York, NY 10041-2899 Group Name: Chubb State ID Number:

(908) 572-2000 ext. [Phone] FEIN Number: 13-1963495

Pacific Indemnity Company CoCode: 20346 State of Domicile: Wisconsin

Two Plaza East Group Code: 626 Company Type: Stock
Suite 1450 Group Name: Chubb State ID Number:

330 East Kilbourn Avenue FEIN Number: 95-1078160

Milwaukee, WI 53202-3146

## **Filing Fees**

Fee Required? No Retaliatory? No

(908) 572-2000 ext. [Phone]

Fee Explanation:

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

**Product Name:** Masterpiece **Project Name/Number:** /20-14403-F

## **Correspondence Summary**

**Dispositions** 

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	01/24/2020	01/24/2020

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

**Product Name:** Masterpiece **Project Name/Number:** /20-14403-F

## **Disposition**

Disposition Date: 01/24/2020 Effective Date (New): 02/24/2020 Effective Date (Renewal): 04/09/2020

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Effect of Rate Filing - Number of Policyholders Affected

Overall Percentage Rate Indicated For This Filing0.000%Overall Percentage Rate Impact For This Filing0.000%Effect of Rate Filing-Written Premium Change For This Program\$0

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Supporting Document	Description of Change	APPROVED	Yes
Supporting Document	Mockup	APPROVED	Yes
Form	Personal Liability Coverage	APPROVED	Yes

0

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

Product Name: Masterpiece
Project Name/Number: /20-14403-F

## Form Schedule

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Type	Action	Data		Score	Attachments
1	APPROVED 01/24/2020	Personal Liability Coverage	4610008		PCF	Replaced	Previous Filing Number:	4610008	40.000	Personal Liability Coverage -
		,					Replaced Form Number:	SERFF Tr Num: ACEH- 131123312		Final.pdf

### Form Type Legend:

	· I · · · · · · · · · · · · · · · · · ·		
ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other





This part of your Masterpiece Policy provides you with personal liability coverage for which you or a family member may be legally responsible anywhere in the world unless stated otherwise or an exclusion applies.

### Payment for a Loss

### Amount of coverage

The amount of coverage for liability is shown in the Coverage Summary. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages** ) are in addition to the amount of coverage.

## Personal Liability Coverage

We cover damages a covered person is legally obligated to pay for personal injury or property damage, which takes place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions.** 

In lieu of the definition for "you" in the Introduction, the following definition of "you" applies: "You" means:

- the person named in the Coverage Summary, and a spouse who lives with that person;
- a personal asset protection entity and its partners, members or trustees but only with respect to:
  - their legal responsibility for the ownership, maintenance, or use of a residence premises, contents of such residences other than business property, property insured under a personal articles floater policy or similar policy issued by a direct or indirect subsidiary of Chubb Limited, vacant land, and an individual or family cemetery plot or burial vault;
  - their legal responsibility for the ownership, maintenance, or use of a vehicle or watercraft owned or rented by the personal asset protection entity covered under this part of your Masterpiece policy; and
  - Employment practices liability coverage, if this coverage is shown in the Coverage Summary.

In lieu of the definition for "occurrence" in the Introduction, the following definition of "occurrence" applies:

- "Occurrence" means:
- an accident which begins within the policy period resulting in bodily injury, shock, mental anguish, mental injury, or property damage; or
- an offense first committed within the policy period resulting in:
- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; or
- libel, slander, defamation of character, or invasion of privacy, to which this insurance applies. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.



### Personal Liability Coverage

(continued)

In lieu of the definition for "business" in the Introduction, the following definition of "business" applies:

"Business" means any employment, trade, occupation, profession, or farm operation including the raising or care of animals or any activity intended to realize a benefit or financial gain engaged in on a full-time, part-time or occasional basis.

A "covered person" means:

- you or a family member;
- any person using a vehicle or watercraft covered under this part of your Masterpiece policy with permission from you or a family member with respect to their legal responsibility arising out of its use:
- any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or
- any combination of the above.

"Personal asset protection entity" means a legal entity that owns or manages residence premises, property of such residences, articles of value such as jewelry, fine art, silverware or collectibles, vacant land, or individual or family cemetery plots or burial vaults.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Personal injury" means the following injuries, and resulting death:

- bodily injury;
- shock, mental anguish, or mental injury;
- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

"Property damage" means physical injury to or destruction of tangible property, and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

"Registered vehicle" means any motorized land vehicle not described in "unregistered vehicle".

"Unregistered vehicle" means:

- any motorized land vehicle not designed for or required to be registered for use on public roads;
- any motorized land vehicle which is in dead storage at your residence;
- any motorized land vehicle used solely to service a residence premises shown in the Coverage Summary;
- any motorized land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; or
- golf carts.



(continued)

"Employment discrimination" means a violation of applicable employment discrimination law protecting any residential staff based on his or her race, color, religion, creed, age, sex, disability, national origin or other status according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

"Employment practices crisis" means:

- an allegation of, or your discovery of, a wrongful employment act committed against any residential staff that is reasonably likely to result in a civil action against you or a family member; or
- a threat by any residential staff to disclose publicly that you or a family member committed or allegedly committed a wrongful employment act.

"Reputation management firm" means:

- a professional public relations consulting firm;
- a professional security consulting firm; or
- a professional media management consulting firm.

"Residential staff" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed regularly to work 15 or more hours per week.
   Residential staff includes a temporary worker. Residential staff does not include an independent contractor or any covered person.

"Temporary worker" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed to work 15 or more hours per week to substitute for any residential staff on leave or to meet seasonal or short-term workload demands for 30 consecutive days or longer during a 6 month period.

Temporary worker does not include an independent contractor or any covered person.

"Wrongful employment act" means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by you or a family member, while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico. "Sexual harassment" as it relates solely to a wrongful employment act means unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that:

- is made a condition of employment of any residential staff:
- is used as a basis for employment decisions;
- interferes with performance of any residential staff's duties; or
- creates an intimidating, hostile, or offensive working environment.



(continued)

"Wrongful termination" means:

- the actual or constructive termination of employment of any residential staff by you or a family member in violation of applicable employment law; or
- breach of duty and care when you or a family member terminates an employment relationship with any residential staff.

#### **Defense coverages**

We will defend a covered person against any suit seeking covered damages for personal injury or property damage or for covered damages under Employment practices liability, if Employment practices liability coverage is shown in the Coverage Summary. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgement is entered in a suit we defend on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the amount of coverage;
- all prejudgement interest awarded against a covered person on that part of the judgement we pay or offer to pay. We will not pay any prejudgement interest based on that period of time after we make an offer to pay the amount of coverage;
- all earnings lost by each covered person at our request, up to \$50,000;
- other reasonable expenses incurred by a covered person at our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

These Defense coverages are limited for Employment practices liability as follows:

Our duty to defend you or a family member and our obligation to pay defense expenses ends when we have exhausted the amount of coverage per occurrence for Employment practices liability shown in the Coverage Summary by paying for covered damages from any one occurrence, or exhausted the maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary by paying for covered damages, whichever occurs sooner.

In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

## Extra Coverages

In addition to covering damages and defense costs, we also provide other related coverages. These coverages are in addition to the amount of coverage for damages and defense costs unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.



### Extra Coverages

(continued)

### Medical payments to others

We will pay the necessary medical expenses, up to a total of \$50,000 for each person, for personal injury to anyone **except** you or a family member. This coverage also does not apply to:

- a domestic employee of yours;
- any residential staff of yours; or
- a person employed by you for farm work, who is eligible to receive benefits voluntarily provided or required to be provided under any:
- workers' compensation;
- disability benefits;
- unemployment compensation; or
- other similar laws.

These expenses must be incurred or medically ascertained within three years of an accident that:

- occurs at a residence covered under this part of your Masterpiece policy, to a person with permission from you or a family member to be there;
- arises from a condition at a residence covered under this part of your Masterpiece policy, or at the steps, driveways or sidewalks immediately adjoining this residence;
- was caused by the activities of a covered person;
- was caused by a domestic employee or any residential employee in the course of his or her employment by a covered person;
- was caused by a person employed by you for farm work in the course of his or her employment; or
- was caused by an animal owned by or in the care of a covered person.

"Medical expenses" includes reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

#### Damaged property

We cover the replacement cost of other people's property, up to \$25,000 for each occurrence, if the property was damaged or destroyed by a covered person.

"Replacement cost" is the amount required to repair or replace other people's property, whichever is less.

#### Kidnap expenses

We will pay up to a maximum of \$100,000 for kidnap expenses a covered person incurs solely and directly as a result of a kidnap and ransom occurrence. In addition, we also will pay up to \$25,000 to any person for information not otherwise available leading to the arrest and conviction of any person(s) who kidnaps you, a family member or a covered relative. The following are not eligible to receive this reward payment:

- you or a family member; or
- a covered relative who witnessed the occurrence.

"Kidnap and ransom occurrence" means the actual or alleged wrongful taking of:

- you;
- one or more family members; or



### Extra Coverages

(continued)

• one or more covered relatives while visiting or legally traveling with you or a family member; from anywhere in the world except those places listed on the United States State Department Bureau of Consular Affairs Travel Warnings list at the time of the occurrence. The occurrence must include a demand for ransom payment which would be paid by you or a family member in exchange for the release of the kidnapped person(s). However, a kidnap and ransom occurrence does not mean the actual or alleged wrongful detention of a covered person or a family member solely on your property.

"Kidnap expenses" means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- professional security guard services;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by you or a family member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by a kidnapped person within 12 months from that person's release;
- · attorneys fees;
- a professional forensic analyst;
- earnings lost by you or a family member.

However, "kidnap expenses" does not include expenses incurred due to any kidnap and ransom occurrence caused by:

- you or a family member;
- a covered relative;
- any guardian, or former guardian of you or a family member;
- any domestic partner, estranged domestic partner, or former domestic partner of you or a family member;
- any person unrelated to you or a family member who lives with you or has ever lived with you for 6
  or more months, other than a domestic employee, residential staff, or a person employed by you for
  farm work; or
- · a civil authority,

or any person acting on behalf of any of the above, whether acting alone or in collusion with others.

"Covered relative" means the following relatives of the person named in the Coverage Summary, or a spouse who lives with that person, or any family member:

- children, their children or other descendants of theirs:
- parents, grandparents or other ancestors of theirs; or
- siblings, their children or other descendants of theirs, who do not live with you, including spouses or domestic partners of all of the above. Parents, grandparents and other ancestors include adoptive parents, stepparents and stepgrandparents.

#### **Identity fraud**

We will pay for a covered person's identity fraud expenses, up to a maximum of \$50,000, for each identity fraud occurrence.

"Identity fraud" means the act of knowingly transferring or using, without lawful authority, a covered person's means of identity which constitutes a violation of federal law or a crime under any applicable state or local law.



### Extra Coverages

(continued)

"Identity fraud occurrence" means any act or series of acts of identity fraud by a person or group commencing in the policy period.

"Identity fraud expenses" means:

- the costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies:
- earnings lost by a covered person as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- the reasonable attorney fees incurred with prior notice to us for:
  - the defense of a covered person against any suit(s) by businesses or their collection agencies;
  - the removal of any criminal or civil judgements wrongly entered against a covered person;
  - any challenge to the information in a covered person's consumer credit report; and
- the reasonable fees incurred with prior notice to us by an identity fraud mitigation entity to:
  - provide services for the activities described above;
  - restore accounts or credit standing with financial institutions or similar credit grantors and credit agencies; and
  - monitor for up to one year the effectiveness of the fraud mitigation and to detect additional identity fraud activity after the first identity fraud occurrence.
     However, such monitoring must begin no later than one year after you first report an identity

However, "identity fraud expenses" does not include expenses incurred due to any fraudulent,

dishonest or criminal act by a covered person or any person acting with a covered person, or by any authorized representative of a covered person, whether acting alone or in collusion with others.

"Identity fraud mitigation entity" means a company that principally provides professional, specialized services to counter identity fraud for individuals or groups of individuals, or a financial institution that provides similar services.

In addition to the duties described in Policy Terms, Liability Conditions, Your duties after a loss, a covered person shall notify an applicable law enforcement agency.

### Credit cards, forgery, and counterfeiting

We cover up to a total of \$10,000 for:

fraud occurrence to us.

- the legal obligation of you or a family member resulting from:
- loss or theft of a credit card, bankcard, debit card or their account numbers issued to you or a family member for personal use, provided that all the terms for using the card are complied with;
- loss caused by theft or unauthorized use of a credit card, bankcard, debit card or their account numbers issued to you or a family member for personal use when used electronically, including use on the Internet, provided that all the terms for using the card are complied with;
- loss to you or a family member caused by:
- forgery or alteration of checks or negotiable instruments; or



### Extra Coverages

(continued)

acceptance in good faith of any counterfeit paper currency.

"Unauthorized use" means use of your personal credit card, bankcard, debit card or their account numbers without permission from you or a family member.

"Unauthorized use" does not mean use of your personal credit card, bankcard, debit card or their account numbers by your spouse or family member.

All loss resulting from any act or any series of similar or related acts:

- committed by any one person or group of persons acting in concert; or
- in which any person or group of persons is involved or implicated, is considered to be one loss, even if a series of similar or related acts occurs over multiple policy periods.

We provide Defense coverages for any claim or suit seeking covered damages against you or a family member for loss, theft, or unauthorized use of a credit card, bankcard, debit card or their account numbers. We have the option to defend a claim or suit against you or a family member for forgery or counterfeiting. Our obligation to defend any suit seeking covered damages ends when our payment under this coverage equals \$10,000.

In the event of a claim or suit seeking covered damages, you or a family member shall comply with the duties described in Policy Terms, Property Conditions, Your duties after a loss and Policy Terms, Liability Conditions, Your duties after a loss. In addition, you or a family member shall notify the credit card service company or the issuing bank.

#### Rented or borrowed vehicles

We cover damages a covered person is legally obligated to pay for personal injury and property damage caused by an occurrence during the policy period resulting from a covered person's use of a vehicle:

- rented by; or
- borrowed, furnished to or made available to you or a family member, if the limit of liability shown in the Coverage Summary is \$1 million or more, provided the rental or loan does not exceed 30 days.

We will provide this coverage in excess of any underlying insurance that applies to these damages. If no underlying coverage exists, we will pay total damages up to the limit of liability shown in the Coverage Summary.

This Extra Coverage is not provided when:

- you have coverage provided by an excess or umbrella policy with us or another company;
- you or a family member own a private passenger vehicle, a pickup truck, panel truck or van. However, we will provide this coverage for a vehicle rented by a personal asset protection entity if:
  - the personal asset protection entity does not have coverage for the rented vehicle provided by an excess or umbrella policy with us or another company;
  - the personal asset protection entity does not own a private passenger vehicle, pickup truck, panel truck or van.

This Extra Coverage does not cover damages a covered person is legally entitled to receive from the owner or operator of an uninsured or underinsured motorized land vehicle.



### Extra Coverages

(continued)

### Fungi and mold

We cover damages a covered person is legally obligated to pay, up to the amount of coverage for liability shown in your Coverage Summary or \$100,000, whichever is less, for each occurrence, for bodily injury or property damage arising out of mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these. These payments do not increase the amount of personal liability coverage.

#### **Employment practices liability coverage**

If Employment practices liability coverage is shown in the Coverage Summary, we provide coverage for Employment practices liability and Reputational injury.

This coverage applies only if on the effective date of any policy period, the number of residential staff does not exceed twelve. However, if after the effective date of any policy period you or a family member employs more than twelve residential staff, we will cover, through the remainder of the policy period, only those twelve residential staff with the longest period of uninterrupted employment in chronological order of hiring at the time of the Employment practices liability coverage occurrence. This condition does not apply to your or a family member's employment of a temporary worker to substitute for any residential staff on leave, performing the same duties for the same or fewer number of hours. It is your duty to advise us as soon as reasonably possible if you or a family member employs more than twelve residential staff at any time during the policy period in order to reduce the possibility of being underinsured.

**Employment practices liability.** We cover damages you or a family member is legally obligated to pay any residential staff for a wrongful employment act caused by an occurrence when the claim is made or the suit is brought in the United States of America, its territories or possessions, or Puerto Rico, unless stated otherwise or an exclusion applies.

Amount of coverage for Employment practices liability. The maximum amount of coverage for Employment practices liability available for any one occurrence is the amount of coverage for Employment practices liability shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

**Deductible.** A deductible is that amount we will subtract from the amount of covered damages we pay. The deductible shown in the Coverage Summary for Employment practices liability applies to each Employment practices liability occurrence, unless stated otherwise.

**Reputational injury.** We cover the reasonable and necessary fees or expenses that you incur for services provided by a reputation management firm to minimize potential injury to the reputation of you or a family member solely as a result of an employment practices crisis caused by an occurrence if:

• the employment practices crisis is reported to us as soon as reasonably possible but not later than 30 days after the employment practices crisis begins; and



### Extra Coverages

(continued)

• you obtain approval of the reputation management firm from us before incurring any fees or expenses,

unless stated otherwise or an exclusion applies. There is no deductible for this coverage.

Amount of coverage for Reputational injury. The maximum amount of coverage for Reputational injury available for any one occurrence is the amount of coverage for Reputational injury shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Reputational injury shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

**Condition for Employment practices liability coverage.** The following condition applicable to Employment practices liability coverage is in addition to the General Conditions, Liability Conditions, and Special Conditions described under Policy Terms.

If on the effective date of any policy period the number of residential staff exceeds twelve, your eligibility for Employment practices liability coverage will cease as of that date. If Employment practices liability coverage has been provided, it will be cancelled or nonrenewed at the earliest date allowed by law and an appropriate notice of cancellation or nonrenewal will be issued.

#### **Exclusions**

These exclusions apply to this part of your Masterpiece Policy, unless stated otherwise.

**Motorized land vehicles.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any motorized land vehicle or any trailers or any watercraft being towed by or carried on any registered vehicle. This exclusion does not apply to unregistered vehicles. However, we do not cover unregistered vehicles designed for recreational purposes off public roads owned by you or a family member if the occurrence takes place off:

- your residence premises;
- the premises where you are temporarily residing or renting for other than business use; or
- vacant land owned by you or rented by you;
- a toy designed for a child's use that is not subject to motor vehicle registration and is built or modified after manufacture, not to exceed 15 miles per hour on level ground, and is not a motorized bicycle, scooter, or moped;
- golf cart when used:
  - on a golfing facility;
  - to cross roads at designated points in a golfing facility; or
  - on roads of your private residential community as authorized by the property owners association.

This exclusion does not apply to the Extra Coverage, Rented or borrowed vehicles.



#### **Exclusions**

(continued)

**Aircraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft, except a non-owned aircraft chartered with a professional crew by you or on your behalf. "Aircraft" means any device used or designed for flight, except drones or similar unmanned device not used or designed to carry people or cargo.

However, with respect to the ownership, maintenance or use of any drones or similar unmanned device, we do not cover any damages:

- while such drone or similar unmanned device is being operated in a restricted airspace as determined by the Federal Aviation Administration or other governmental agency, whether on a local, state or federal level, including any temporary flight restrictions; or
- to any aircraft, including any resulting damages. This exclusion applies whether such drone or similar unmanned device makes contact with the aircraft or not.

**Large watercraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any watercraft 26 feet or longer or with more than 50 engine rated horsepower owned or controlled, directly or indirectly, by a covered person, or which is rented by, furnished to, or made available to a covered person for longer than 30 consecutive days. We do cover watercraft being stored even if not listed in the Coverage Summary, unless another exclusion applies.

**Hovercraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any hovercraft. We do not cover any property damages to hovercraft rented to, owned by, or in the care, custody or control of a covered person.

**Motorized land vehicle racing or track usage.** We do not cover any damages arising out of the ownership, maintenance or use of any motorized land vehicle:

- during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- on a racetrack, test track or other course of any kind.

**Watercraft and aircraft racing or track usage.** We do not cover any damages arising out of the ownership, maintenance or use of any watercraft or aircraft during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This exclusion does not apply to sailboat racing even if the sailboat is equipped with an auxiliary motor.

Workers' compensation or disability. We do not cover any damages a covered person is legally:

- required to provide; or
- voluntarily provides under any:
  - workers' compensation:
  - disability benefits;
  - · unemployment compensation; or



#### **Exclusions**

(continued)

other similar laws.

But we do provide coverage in excess over any other insurance for damages a covered person is legally required to pay for bodily injury to a domestic employee of a residence shown in the Coverage Summary which are not compensable under workers' compensation, unless another exclusion applies.

**Employees.** We do not cover any damages arising out of acts of employees of a personal asset protection entity except acts in the course of their employment for the maintenance or use of covered property.

**Failure to act.** We do not cover any damages arising out of any act, error, decision, or failure to act or decide by any partner, member or trustee of a personal asset protection entity covered under this policy, other than with respect to damages arising out of the ownership, maintenance, or use of:

- a residence premises, vacant land, and an individual or family cemetery plot or burial vault;
- a vehicle or watercraft owned or rented by the personal asset protection entity covered under this part of your Masterpiece policy.

**Director's liability.** We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization. However, we do cover such damages if you or a family member is:

- an officer or member of a board of directors of a homeowner, condominium or cooperative association; or
- not compensated as an officer or member of a board of directors of a not-for-profit corporation or organization, unless another exclusion applies.

**Damage to covered person's property.** We do not cover any person for property damage to property owned by any covered person.

**Damage to property in your care.** . We do not cover any person for property damage to property of others rented to, occupied by, used by, or in the care of any covered person. But we do cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies. This exclusion does not apply to property damage:

- to a motorized land vehicle rented to a covered person if the Extra Coverage, Rented or borrowed vehicles applies, or
- as provided under the Extra Coverage, Damaged property.

**Wrongful employment act.** We do not cover any damages arising out of a wrongful employment act. This exclusion does not apply to Employment practices liability coverage if Employment practices liability coverage is shown in the Coverage Summary.

**Discrimination.** We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination. This exclusion does not apply to Employment practices liability coverage.



#### **Exclusions**

(continued)

**Intentional acts.** We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person. This exclusion does not apply to Employment practices liability coverage.

**Molestation, misconduct or abuse.** We do not cover any damages arising out of any actual, alleged or threatened:

- sexual molestation;
- sexual misconduct or harassment; or
- abuse.

This exclusion does not apply to Employment practices liability coverage.

**Nonpermissive use.** We do not cover any person who uses a motorized land vehicle or watercraft without permission from you or a family member.

**Business pursuits.** We do not cover any damages arising out of business activities or business property in which a covered person has ownership or other interest or is conducted by or on behalf of a covered person or others.

However, we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies.

"Incidental business away from home" is a self-employed sales activity, or a self-employed business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying, and lawn care. Either of these activities must:

- not yield gross revenues in excess of \$15,000 in any year;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; and
- conform to local, state, and federal laws.

"Incidental business at home" is a business activity, other than farming, conducted by you in whole or in part on your residence premises which must:

- not yield gross revenues in excess of \$15,000 in any year;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; and
- conform to local, state, and federal laws.



#### **Exclusions**

(continued)

"Incidental business property" is limited to the rental or holding for rental, to be used as a residence, of a condominium or cooperative unit owned by a covered person, an apartment unit rented by a covered person, a one or two family dwelling owned by a covered person, or a three or four family dwelling owned by a covered person and occupied by you. We provide this coverage only for premises listed in the Coverage Summary unless the rental or holding for rental is for:

- a residence of yours that is occasionally rented and that is used exclusively as a residence; or
- part of a residence of yours by one or two roomers or boarders; or
- part of a residence of yours as an office, school, studio, or private garage.

"Incidental farming" is a farming activity which meets all of the following requirements:

- is incidental to your use of the premises as your residence;
- does not involve employment of others for more than 1,500 hours of farm work during the policy period;
- does not produce more than \$25,000 in gross annual revenue from agricultural operations;
- and with respect to the raising or care of animals:
  - does not produce more than \$50,000 in gross annual revenues;
  - does not involve more than 25 sales transactions during the policy period;
  - does not involve the sale of more than 50 animals during the policy period.

"Residence premises conditional business liability" is limited to business or professional activities when legally conducted by you or a family member at your residence shown in the Coverage Summary. If there is no other valid and collectible insurance, we provide coverage only for personal injury or property damage arising out of the physical condition of that residence if:

- you do not have any employees involved in your business or professional activities who are subject
  to any workers' compensation, disability benefits, unemployment compensation, or other similar
  laws; or, if you are a doctor or dentist, you do not have more than two employees subject to such
  laws; and
- you are a home day care provider whose annual gross revenues from this activity do not exceed \$5,000.

We do not cover damages or consequences resulting from business or professional care or services performed or not performed.

The following exclusion, Contamination, applies only to "incidental farming" as described under the exclusion, Business pursuits.

**Contamination.** We do not cover any actual or alleged damages arising out of the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover any cost or expense arising out of any request, demand or order to:

- extract pollutants from land or water;
- remove, restore or replace polluted or contaminated land or water; or
- test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

However, this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is sudden and accidental. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke (except smoke from a hostile fire), vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.



#### **Exclusions**

(continued)

**Pursuit or holding of public office.** We do not cover any damages arising out of a covered person's pursuit or holding of an elected public office. But we do cover such damages for you or a family member if:

- the annual compensation of the office, whether accepted or not, does not exceed \$20,000; and
- the hours required to perform the duties of the office do not exceed an annual average of 20 hours of work per week during the policy period.

**Financial guarantees.** We do not cover any damages for any covered person's financial guarantee of the financial performance of any covered person, other individual or organization.

**Professional services.** We do not cover any damages for any covered person's performing or failure to perform professional services, or for professional services for which any covered person is legally responsible or licensed.

**Acts of war.** We do not cover any damages caused directly or indirectly by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

**Contractual liability.** We do not cover any assessments charged against a covered person as a member of a homeowners, condominium or cooperative association. We also do not cover any damages arising from contracts or agreements made in connection with any covered person's business. Nor do we cover any liability for unwritten contracts, or contracts in which the liability of others is assumed after a covered loss.

Covered person's or dependent's personal injury. We do not cover any damages for personal injury for any covered person or their dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for personal injury for which you or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary. We also do not cover any damages for personal injury for which a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary can be held legally liable, in any way, to you or a family member.

However, we do cover damages for bodily injury arising out of the use of a motorized land vehicle for which you or a family member can be held legally liable to a spouse, a family member, or a person named in the Coverage Summary, or for which a spouse, a family member, or any other person named in the Coverage Summary can be held legally liable to you or a family member to the extent that coverage is provided under this part of your Masterpiece policy.

**Liability for dependent care.** We do not cover any damages for personal injury for which a covered person's only legal liability is by virtue of a contract or other responsibility for a dependent's care.

**Illness.** We do not cover personal injury or property damage resulting from any illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease. We also do not cover any damages for personal injury resulting from the fear of contracting any illness, sickness or disease, or any consequence resulting from the fear of contracting any illness, sickness or disease.



#### **Exclusions**

(continued)

**Fungi and mold.** We do not cover any actual or alleged damages arising out of mold, the fear of mold, or any consequences resulting from mold or the fear of mold, other than as provided under the Extra Coverage, Fungi and mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

Liability for the acts of others. We do not cover any person for damages arising from:

- any entrustment of property;
- the failure to supervise or the negligent supervision of any person; or
- any parental or ownership liability.

This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorized land vehicle, watercraft 26 feet or longer or with more than 50 engine rated horsepower, aircraft, or hovercraft.

This exclusion does not apply to:

- the Extra Coverage, Rented or borrowed vehicles; or
- any other coverage provided under an exclusion in this part of your policy.

**Nuclear or radiation hazard.** We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

The following exclusions, Malicious or criminal acts and Special exclusions, apply solely to Employment practices liability coverage.

**Malicious or criminal acts.** We do not cover any damages arising out of a willful, malicious, or criminal act or omission by any person whether or not the injuries or damages are actually intended, expected, or foreseeable by a reasonable person. But we do cover such damages if the act was intended to protect people, unless another exclusion applies.

**Special exclusions.** We do not cover the following:

- matters which may be deemed uninsurable according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico under which the policy is construed;
- occurrences arising out of the breach of an actual or implied written or oral agreement related to employment;
- costs incurred to comply with any order, grant, or agreement to provide non-monetary relief; or
- occurrences arising out of any actual or alleged violation of any of the responsibilities, obligations, or duties imposed by the Consolidated Omnibus Budget Reconciliation Act, Employment Retirement Income Security Act of 1974, Fair Labor Standards Act (except the Equal Pay Act), state wage payment and collection laws, Federal Insurance Contributions Act, Immigration Reform and Control Act of 1986, National Labor Relations Act, Occupational Safety and Health Act, Social Security Act, Workers' Adjustment and Retraining Notification Act, including any amendments to these laws, promulgated rules, or regulations or any provisions of any similar federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

02/24/20

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

**Product Name:** Masterpiece **Project Name/Number:** /20-14403-F

## **Supporting Document Schedules**

Satisfied - Item:	Readability Certificate			
Comments:	i readability Certificate			
Attachment(s):	Readability Certification.pdf			
Item Status:	APPROVED			
Status Date:	01/24/2020			
otatao bato.	01/24/2020			
Bypassed - Item:	Consulting Authorization			
Bypass Reason:	N/A			
Attachment(s):				
Item Status:	APPROVED			
Status Date:	01/24/2020			
Bypassed - Item:	Copy of Trust Agreement			
Bypass Reason:	N/A			
Attachment(s):				
Item Status:	APPROVED			
Status Date:	01/24/2020			
Bypassed - Item:	Expedited SERFF Filing Transmittal Form			
Bypass Reason:	N/A			
Attachment(s):				
Item Status:	APPROVED			
Status Date:	01/24/2020			
Satisfied - Item:	Description of Change			
Comments:				
Attachment(s):	Description of Change - 20 14403.pdf			
Item Status:	APPROVED			
Status Date:	01/24/2020			
Satisfied - Item:	Mockup			
Comments:				
Attachment(s):	Personal Liability Coverage - Mockup.pdf			
Item Status:	APPROVED			

State: District of Columbia First Filing Company: Great Northern Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

**Product Name:** Masterpiece **Project Name/Number:** /20-14403-F

**Status Date:** 01/24/2020

# District of Columbia Readability Certification Project #: DC 20 14403

Form #	Form Title	Readability Score
4610008	Personal Liability	40.0

These scores meet the minimum readability score of 40 for your state.

## Masterpiece Description of Change Personal Liability Coverage Co Tr Num: 20-14403-F

We editorially revised the Exclusion, Motorized land vehicles to add the word "not". During a previous contract change the word "not" was inadvertently removed from the exclusion.





This part of your Masterpiece Policy provides you with personal liability coverage for which you or a family member may be legally responsible anywhere in the world unless stated otherwise or an exclusion applies.

## Payment for a Loss

### Amount of coverage

The amount of coverage for liability is shown in the Coverage Summary. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages** ) are in addition to the amount of coverage.

## Personal Liability Coverage

We cover damages a covered person is legally obligated to pay for personal injury or property damage, which takes place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions.** 

In lieu of the definition for "you" in the Introduction, the following definition of "you" applies: "You" means:

- the person named in the Coverage Summary, and a spouse who lives with that person;
- a personal asset protection entity and its partners, members or trustees but only with respect to:
   their legal responsibility for the ownership, maintenance, or use of a residence premises, contents of such residences other than business property, property insured under a personal articles floater policy or similar policy issued by a direct or indirect subsidiary of Chubb Limited, vacant land, and an individual or family cemetery plot or burial vault;
  - their legal responsibility for the ownership, maintenance, or use of a vehicle or watercraft owned or rented by the personal asset protection entity covered under this part of your Masterpiece policy; and
  - Employment practices liability coverage, if this coverage is shown in the Coverage Summary.

In lieu of the definition for "occurrence" in the Introduction, the following definition of "occurrence" applies:

"Occurrence" means:

- an accident which begins within the policy period resulting in bodily injury, shock, mental anguish, mental injury, or property damage; or
- an offense first committed within the policy period resulting in:
- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; or
- libel, slander, defamation of character, or invasion of privacy,
   to which this insurance applies. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.



## Personal Liability Coverage

(continued)

In lieu of the definition for "business" in the Introduction, the following definition of "business" applies:

"Business" means any employment, trade, occupation, profession, or farm operation including the raising or care of animals or any activity intended to realize a benefit or financial gain engaged in on a full-time, part-time or occasional basis.

A "covered person" means:

- vou or a family member;
- any person using a vehicle or watercraft covered under this part of your Masterpiece policy with permission from you or a family member with respect to their legal responsibility arising out of its use;
- any person or organization with respect to their legal responsibility for covered acts or omissions
  of you or a family member; or
- any combination of the above.

"Personal asset protection entity" means a legal entity that owns or manages residence premises, property of such residences, articles of value such as jewelry, fine art, silverware or collectibles, vacant land, or individual or family cemetery plots or burial vaults.

"Damages" means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

"Personal injury" means the following injuries, and resulting death:

- bodily injury;
- shock, mental anguish, or mental injury;
- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- · malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

"Bodily injury" means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

"Property damage" means physical injury to or destruction of tangible property, and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

"Registered vehicle" means any motorized land vehicle not described in "unregistered vehicle".

"Unregistered vehicle" means:

- any motorized land vehicle not designed for or required to be registered for use on public roads;
- any motorized land vehicle which is in dead storage at your residence;
- any motorized land vehicle used solely to service a residence premises shown in the Coverage Summary;
- any motorized land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; or
- golf carts.



## Personal Liability Coverage

(continued)

"Employment discrimination" means a violation of applicable employment discrimination law protecting any residential staff based on his or her race, color, religion, creed, age, sex, disability, national origin or other status according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

"Employment practices crisis" means:

- an allegation of, or your discovery of, a wrongful employment act committed against any
  residential staff that is reasonably likely to result in a civil action against you or a family member; or
- a threat by any residential staff to disclose publicly that you or a family member committed or allegedly committed a wrongful employment act.

"Reputation management firm" means:

- a professional public relations consulting firm;
- · a professional security consulting firm; or
- a professional media management consulting firm.

"Residential staff" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed regularly to work 15 or more hours per week.
   Residential staff includes a temporary worker. Residential staff does not include an independent contractor or any covered person.

"Temporary worker" means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed to work 15 or more hours per week to substitute for any residential staff on leave or to meet seasonal or short-term workload demands for 30 consecutive days or longer during a 6 month period.

Temporary worker does not include an independent contractor or any covered person.

"Wrongful employment act" means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by you or a family member, while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico. "Sexual harassment" as it relates solely to a wrongful employment act means unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that:

- is made a condition of employment of any residential staff;
- is used as a basis for employment decisions:
- interferes with performance of any residential staff's duties; or
- creates an intimidating, hostile, or offensive working environment.



## Personal Liability Coverage

(continued)

"Wrongful termination" means:

- the actual or constructive termination of employment of any residential staff by you or a family member in violation of applicable employment law; or
- breach of duty and care when you or a family member terminates an employment relationship with any residential staff.

#### **Defense coverages**

We will defend a covered person against any suit seeking covered damages for personal injury or property damage or for covered damages under Employment practices liability, if Employment practices liability coverage is shown in the Coverage Summary. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgement is entered in a suit we defend on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the amount of coverage;
- all prejudgement interest awarded against a covered person on that part of the judgement we pay
  or offer to pay. We will not pay any prejudgement interest based on that period of time after we
  make an offer to pay the amount of coverage;
- all earnings lost by each covered person at our request, up to \$50,000;
- other reasonable expenses incurred by a covered person at our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

These Defense coverages are limited for Employment practices liability as follows:

Our duty to defend you or a family member and our obligation to pay defense expenses ends when we have exhausted the amount of coverage per occurrence for Employment practices liability shown in the Coverage Summary by paying for covered damages from any one occurrence, or exhausted the maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary by paying for covered damages, whichever occurs sooner.

In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

## Extra Coverages

In addition to covering damages and defense costs, we also provide other related coverages. These coverages are in addition to the amount of coverage for damages and defense costs unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions.** 



### Extra Coverages

(continued)

#### Medical payments to others

We will pay the necessary medical expenses, up to a total of \$50,000 for each person, for personal injury to anyone **except** you or a family member. This coverage also does not apply to:

- a domestic employee of yours;
- any residential staff of yours; or
- a person employed by you for farm work, who is eligible to receive benefits voluntarily provided or required to be provided under any:
- workers' compensation;
- disability benefits;
- unemployment compensation; or
- other similar laws.

These expenses must be incurred or medically ascertained within three years of an accident that: • occurs at a residence covered under this part of your Masterpiece policy, to a person with permission from you or a family member to be there;

- arises from a condition at a residence covered under this part of your Masterpiece policy, or at the steps, driveways or sidewalks immediately adjoining this residence;
- was caused by the activities of a covered person;
- was caused by a domestic employee or any residential employee in the course of his or her employment by a covered person;
- was caused by a person employed by you for farm work in the course of his or her employment; or
- was caused by an animal owned by or in the care of a covered person.

"Medical expenses" includes reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

#### Damaged property

We cover the replacement cost of other people's property, up to \$25,000 for each occurrence, if the property was damaged or destroyed by a covered person.

"Replacement cost" is the amount required to repair or replace other people's property, whichever is less.

#### Kidnap expenses

We will pay up to a maximum of \$100,000 for kidnap expenses a covered person incurs solely and directly as a result of a kidnap and ransom occurrence. In addition, we also will pay up to \$25,000 to any person for information not otherwise available leading to the arrest and conviction of any person(s) who kidnaps you, a family member or a covered relative. The following are not eligible to receive this reward payment:

- you or a family member; or
- a covered relative who witnessed the occurrence.

"Kidnap and ransom occurrence" means the actual or alleged wrongful taking of:

- you;
- one or more family members; or



### Extra Coverages

(continued)

• one or more covered relatives while visiting or legally traveling with you or a family member; from anywhere in the world except those places listed on the United States State Department Bureau of Consular Affairs Travel Warnings list at the time of the occurrence. The occurrence must include a demand for ransom payment which would be paid by you or a family member in exchange for the release of the kidnapped person(s). However, a kidnap and ransom occurrence does not mean the actual or alleged wrongful detention of a covered person or a family member solely on your property.

"Kidnap expenses" means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- professional security guard services;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by you or a family member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by a kidnapped person within 12 months from that person's release;
- attorneys fees;
- a professional forensic analyst;
- earnings lost by you or a family member.
   However, "kidnap expenses" does not include expenses incurred due to any kidnap and ransom occurrence caused by:
- you or a family member;
- a covered relative;
- any guardian, or former guardian of you or a family member;
- any domestic partner, estranged domestic partner, or former domestic partner of you or a family member:
- any person unrelated to you or a family member who lives with you or has ever lived with you for 6
  or more months, other than a domestic employee, residential staff, or a person employed by you for
  farm work; or
- a civil authority.
- or any person acting on behalf of any of the above, whether acting alone or in collusion with others.
- "Covered relative" means the following relatives of the person named in the Coverage Summary, or a spouse who lives with that person, or any family member:
- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs; or
- siblings, their children or other descendants of theirs, who do not live with you, including spouses or domestic partners of all of the above. Parents, grandparents and other ancestors include adoptive parents, stepparents and stepgrandparents.

#### Identity fraud

We will pay for a covered person's identity fraud expenses, up to a maximum of \$50,000, for each identity fraud occurrence.

"Identity fraud" means the act of knowingly transferring or using, without lawful authority, a covered person's means of identity which constitutes a violation of federal law or a crime under any applicable state or local law.



### Extra Coverages

(continued)

"Identity fraud occurrence" means any act or series of acts of identity fraud by a person or group commencing in the policy period.

"Identity fraud expenses" means:

- the costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- earnings lost by a covered person as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- the reasonable attorney fees incurred with prior notice to us for:
  - the defense of a covered person against any suit(s) by businesses or their collection agencies;
  - the removal of any criminal or civil judgements wrongly entered against a covered person;
  - any challenge to the information in a covered person's consumer credit report; and •

the reasonable fees incurred with prior notice to us by an identity fraud mitigation entity to:

- provide services for the activities described above;
- restore accounts or credit standing with financial institutions or similar credit grantors and credit agencies; and
- monitor for up to one year the effectiveness of the fraud mitigation and to detect additional identity fraud activity after the first identity fraud occurrence.
   However, such monitoring must begin no later than one year after you first report an identity fraud occurrence to us.

However, "identity fraud expenses" does not include expenses incurred due to any fraudulent, dishonest or criminal act by a covered person or any person acting with a covered person, or by any authorized representative of a covered person, whether acting alone or in collusion with others.

"Identity fraud mitigation entity" means a company that principally provides professional, specialized services to counter identity fraud for individuals or groups of individuals, or a financial institution that provides similar services.

In addition to the duties described in Policy Terms, Liability Conditions, Your duties after a loss, a covered person shall notify an applicable law enforcement agency.

## Credit cards, forgery, and counterfeiting

We cover up to a total of \$10,000 for:

- the legal obligation of you or a family member resulting from:
- loss or theft of a credit card, bankcard, debit card or their account numbers issued to you or a family member for personal use, provided that all the terms for using the card are complied with; loss caused by theft or unauthorized use of a credit card, bankcard, debit card or their account numbers issued to you or a family member for personal use when used electronically, including use on the Internet, provided that all the terms for using the card are complied with;
- loss to you or a family member caused by:
- forgery or alteration of checks or negotiable instruments; or



### Extra Coverages

(continued)

acceptance in good faith of any counterfeit paper currency.

"Unauthorized use" means use of your personal credit card, bankcard, debit card or their account numbers without permission from you or a family member.

"Unauthorized use" does not mean use of your personal credit card, bankcard, debit card or their account numbers by your spouse or family member.

All loss resulting from any act or any series of similar or related acts:

- committed by any one person or group of persons acting in concert; or
- in which any person or group of persons is involved or implicated,
   is considered to be one loss, even if a series of similar or related acts occurs over multiple policy periods.

We provide Defense coverages for any claim or suit seeking covered damages against you or a family member for loss, theft, or unauthorized use of a credit card, bankcard, debit card or their account numbers. We have the option to defend a claim or suit against you or a family member for forgery or counterfeiting. Our obligation to defend any suit seeking covered damages ends when our payment under this coverage equals \$10,000.

In the event of a claim or suit seeking covered damages, you or a family member shall comply with the duties described in Policy Terms, Property Conditions, Your duties after a loss and Policy Terms, Liability Conditions, Your duties after a loss. In addition, you or a family member shall notify the credit card service company or the issuing bank.

#### Rented or borrowed vehicles

We cover damages a covered person is legally obligated to pay for personal injury and property damage caused by an occurrence during the policy period resulting from a covered person's use of a vehicle:

- rented by; or
- borrowed, furnished to or made available to you or a family member, if the limit of liability shown in the Coverage Summary is \$1 million or more, provided the rental or loan does not exceed 30 days.

We will provide this coverage in excess of any underlying insurance that applies to these damages. If no underlying coverage exists, we will pay total damages up to the limit of liability shown in the Coverage Summary.

This Extra Coverage is not provided when:

- you have coverage provided by an excess or umbrella policy with us or another company;
- you or a family member own a private passenger vehicle, a pickup truck, panel truck or van.
   However, we will provide this coverage for a vehicle rented by a personal asset protection entity if: 
   the personal asset protection entity does not have coverage for the rented vehicle provided by an excess or umbrella policy with us or another company;
  - the personal asset protection entity does not own a private passenger vehicle, pickup truck, panel truck or van.

This Extra Coverage does not cover damages a covered person is legally entitled to receive from the owner or operator of an uninsured or underinsured motorized land vehicle.



### Extra Coverages

(continued)

#### Fungi and mold

We cover damages a covered person is legally obligated to pay, up to the amount of coverage for liability shown in your Coverage Summary or \$100,000, whichever is less, for each occurrence, for bodily injury or property damage arising out of mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these. These payments do not increase the amount of personal liability coverage.

#### **Employment practices liability coverage**

If Employment practices liability coverage is shown in the Coverage Summary, we provide coverage for Employment practices liability and Reputational injury.

This coverage applies only if on the effective date of any policy period, the number of residential staff does not exceed twelve. However, if after the effective date of any policy period you or a family member employs more than twelve residential staff, we will cover, through the remainder of the policy period, only those twelve residential staff with the longest period of uninterrupted employment in chronological order of hiring at the time of the Employment practices liability coverage occurrence. This condition does not apply to your or a family member's employment of a temporary worker to substitute for any residential staff on leave, performing the same duties for the same or fewer number of hours. It is your duty to advise us as soon as reasonably possible if you or a family member employs more than twelve residential staff at any time during the policy period in order to reduce the possibility of being underinsured.

**Employment practices liability.** We cover damages you or a family member is legally obligated to pay any residential staff for a wrongful employment act caused by an occurrence when the claim is made or the suit is brought in the United States of America, its territories or possessions, or Puerto Rico, unless stated otherwise or an exclusion applies.

Amount of coverage for Employment practices liability. The maximum amount of coverage for Employment practices liability available for any one occurrence is the amount of coverage for Employment practices liability shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Employment practices liability shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

**Deductible.** A deductible is that amount we will subtract from the amount of covered damages we pay. The deductible shown in the Coverage Summary for Employment practices liability applies to each Employment practices liability occurrence, unless stated otherwise.

**Reputational injury.** We cover the reasonable and necessary fees or expenses that you incur for services provided by a reputation management firm to minimize potential injury to the reputation of you or a family member solely as a result of an employment practices crisis caused by an occurrence if:

 the employment practices crisis is reported to us as soon as reasonably possible but not later than 30 days after the employment practices crisis begins; and



### Extra Coverages

(continued)

• you obtain approval of the reputation management firm from us before incurring any fees or expenses,

unless stated otherwise or an exclusion applies. There is no deductible for this coverage.

**Amount of coverage for Reputational injury.** The maximum amount of coverage for Reputational injury available for any one occurrence is the amount of coverage for Reputational injury shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Reputational injury shown in the Coverage Summary is the most we will pay for the sum of all covered damages during the policy period regardless of the number of claims, people, or occurrences.

**Condition for Employment practices liability coverage.** The following condition applicable to Employment practices liability coverage is in addition to the General Conditions, Liability Conditions, and Special Conditions described under Policy Terms.

If on the effective date of any policy period the number of residential staff exceeds twelve, your eligibility for Employment practices liability coverage will cease as of that date. If Employment practices liability coverage has been provided, it will be cancelled or nonrenewed at the earliest date allowed by law and an appropriate notice of cancellation or nonrenewal will be issued.

#### **Exclusions**

These exclusions apply to this part of your Masterpiece Policy, unless stated otherwise.

**Motorized land vehicles.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any motorized land vehicle or any trailers or any watercraft being towed by or carried on any registered vehicle. This exclusion does not apply to unregistered vehicles. However, we do <a href="not\_cover unregistered vehicles designed for recreational purposes off public roads owned by you or a family member if the occurrence takes place off:">not\_cover unregistered vehicles designed for recreational purposes off public roads owned by you or a family member if the occurrence takes place off:</a>

- your residence premises;
- the premises where you are temporarily residing or renting for other than business use; or
- vacant land owned by you or rented by you;
   except for
- a toy designed for a child's use that is not subject to motor vehicle registration and is built or modified after manufacture, not to exceed 15 miles per hour on level ground, and is not a motorized bicycle, scooter, or moped:
- golf cart when used:
  - on a golfing facility;
  - to cross roads at designated points in a golfing facility; or
  - on roads of your private residential community as authorized by the property owners association.

This exclusion does not apply to the Extra Coverage, Rented or borrowed vehicles.



#### **Exclusions**

(continued)

**Aircraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft, except a non-owned aircraft chartered with a professional crew by you or on your behalf. "Aircraft" means any device used or designed for flight, except drones or similar unmanned device not used or designed to carry people or cargo.

However, with respect to the ownership, maintenance or use of any drones or similar unmanned device, we do not cover any damages:

- while such drone or similar unmanned device is being operated in a restricted airspace as determined by the Federal Aviation Administration or other governmental agency, whether on a local, state or federal level, including any temporary flight restrictions; or
- to any aircraft, including any resulting damages. This exclusion applies whether such drone or similar unmanned device makes contact with the aircraft or not.

**Large watercraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any watercraft 26 feet or longer or with more than 50 engine rated horsepower owned or controlled, directly or indirectly, by a covered person, or which is rented by, furnished to, or made available to a covered person for longer than 30 consecutive days. We do cover watercraft being stored even if not listed in the Coverage Summary, unless another exclusion applies.

**Hovercraft.** We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any hovercraft. We do not cover any property damages to hovercraft rented to, owned by, or in the care, custody or control of a covered person.

**Motorized land vehicle racing or track usage.** We do not cover any damages arising out of the ownership, maintenance or use of any motorized land vehicle:

- during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind: or
- on a racetrack, test track or other course of any kind.

**Watercraft and aircraft racing or track usage.** We do not cover any damages arising out of the ownership, maintenance or use of any watercraft or aircraft during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This exclusion does not apply to sailboat racing even if the sailboat is equipped with an auxiliary motor.

Workers' compensation or disability. We do not cover any damages a covered person is legally:

- required to provide; or
- voluntarily provides under any:
  - workers' compensation;
  - disability benefits;
  - unemployment compensation; or



#### **Exclusions**

(continued)

other similar laws.

But we do provide coverage in excess over any other insurance for damages a covered person is legally required to pay for bodily injury to a domestic employee of a residence shown in the Coverage Summary which are not compensable under workers' compensation, unless another exclusion applies.

**Employees.** We do not cover any damages arising out of acts of employees of a personal asset protection entity except acts in the course of their employment for the maintenance or use of covered property.

**Failure to act.** We do not cover any damages arising out of any act, error, decision, or failure to act or decide by any partner, member or trustee of a personal asset protection entity covered under this policy, other than with respect to damages arising out of the ownership, maintenance, or use of:

- a residence premises, vacant land, and an individual or family cemetery plot or burial vault;
- a vehicle or watercraft owned or rented by the personal asset protection entity covered under this part of your Masterpiece policy.

**Director's liability.** We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization. However, we do cover such damages if you or a family member is:

- an officer or member of a board of directors of a homeowner, condominium or cooperative association; or
- not compensated as an officer or member of a board of directors of a not-for-profit corporation or organization, unless another exclusion applies.

**Damage to covered person's property.** We do not cover any person for property damage to property owned by any covered person.

**Damage to property in your care.** . We do not cover any person for property damage to property of others rented to, occupied by, used by, or in the care of any covered person. But we do cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies. This exclusion does not apply to property damage:

- to a motorized land vehicle rented to a covered person if the Extra Coverage, Rented or borrowed vehicles applies, or
- as provided under the Extra Coverage, Damaged property.

**Wrongful employment act.** We do not cover any damages arising out of a wrongful employment act. This exclusion does not apply to Employment practices liability coverage if Employment practices liability coverage is shown in the Coverage Summary.

**Discrimination.** We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination. This exclusion does not apply to Employment practices liability coverage.



#### **Exclusions**

(continued)

**Intentional acts.** We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person. This exclusion does not apply to Employment practices liability coverage.

**Molestation, misconduct or abuse.** We do not cover any damages arising out of any actual, alleged or threatened:

- sexual molestation;
- sexual misconduct or harassment; or
- abuse.

This exclusion does not apply to Employment practices liability coverage.

**Nonpermissive use.** We do not cover any person who uses a motorized land vehicle or watercraft without permission from you or a family member.

**Business pursuits.** We do not cover any damages arising out of business activities or business property in which a covered person has ownership or other interest or is conducted by or on behalf of a covered person or others.

However, we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies.

"Incidental business away from home" is a self-employed sales activity, or a self-employed business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying, and lawn care. Either of these activities must:

- not yield gross revenues in excess of \$15,000 in any year;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; and
- conform to local, state, and federal laws.

"Incidental business at home" is a business activity, other than farming, conducted by you in whole or in part on your residence premises which must:

- not yield gross revenues in excess of \$15,000 in any year;
- have no employees subject to any workers' compensation, disability benefits, unemployment compensation, or other similar laws; and
- conform to local, state, and federal laws.



#### **Exclusions**

(continued)

"Incidental business property" is limited to the rental or holding for rental, to be used as a residence, of a condominium or cooperative unit owned by a covered person, an apartment unit rented by a covered person, a one or two family dwelling owned by a covered person, or a three or four family dwelling owned by a covered person and occupied by you. We provide this coverage only for premises listed in the Coverage Summary unless the rental or holding for rental is for:

- a residence of yours that is occasionally rented and that is used exclusively as a residence; or
- part of a residence of yours by one or two roomers or boarders; or
- part of a residence of yours as an office, school, studio, or private garage.

"Incidental farming" is a farming activity which meets all of the following requirements:

- is incidental to your use of the premises as your residence;
- does not involve employment of others for more than 1,500 hours of farm work during the policy period;
- does not produce more than \$25,000 in gross annual revenue from agricultural operations;
- and with respect to the raising or care of animals:
  - does not produce more than \$50,000 in gross annual revenues;
  - does not involve more than 25 sales transactions during the policy period;
  - does not involve the sale of more than 50 animals during the policy period.

"Residence premises conditional business liability" is limited to business or professional activities when legally conducted by you or a family member at your residence shown in the Coverage Summary. If there is no other valid and collectible insurance, we provide coverage only for personal injury or property damage arising out of the physical condition of that residence if:

- you do not have any employees involved in your business or professional activities who are subject to any workers' compensation, disability benefits, unemployment compensation, or other similar
- laws; or, if you are a doctor or dentist, you do not have more than two employees subject to such laws; and
- you are a home day care provider whose annual gross revenues from this activity do not exceed \$5,000.

We do not cover damages or consequences resulting from business or professional care or services performed or not performed.

The following exclusion, Contamination, applies only to "incidental farming" as described under the exclusion, Business pursuits.

**Contamination.** We do not cover any actual or alleged damages arising out of the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover any cost or expense arising out of any request, demand or order to:

- extract pollutants from land or water;
- remove, restore or replace polluted or contaminated land or water; or test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

However, this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is sudden and accidental. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke (except smoke from a hostile fire), vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.



#### **Exclusions**

(continued)

**Pursuit or holding of public office.** We do not cover any damages arising out of a covered person's pursuit or holding of an elected public office. But we do cover such damages for you or a family member if:

- the annual compensation of the office, whether accepted or not, does not exceed \$20,000; and
- the hours required to perform the duties of the office do not exceed an annual average of 20 hours of work per week during the policy period.

**Financial guarantees.** We do not cover any damages for any covered person's financial guarantee of the financial performance of any covered person, other individual or organization.

**Professional services.** We do not cover any damages for any covered person's performing or failure to perform professional services, or for professional services for which any covered person is legally responsible or licensed.

**Acts of war.** We do not cover any damages caused directly or indirectly by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

**Contractual liability.** We do not cover any assessments charged against a covered person as a member of a homeowners, condominium or cooperative association. We also do not cover any damages arising from contracts or agreements made in connection with any covered person's business. Nor do we cover any liability for unwritten contracts, or contracts in which the liability of others is assumed after a covered loss.

Covered person's or dependent's personal injury. We do not cover any damages for personal injury for any covered person or their dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for personal injury for which you or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary. We also do not cover any damages for personal injury for which a spouse, a family member, a person who lives with you, or a person named in the Coverage Summary can be held legally liable, in any way, to you or a family member.

However, we do cover damages for bodily injury arising out of the use of a motorized land vehicle for which you or a family member can be held legally liable to a spouse, a family member, or a person named in the Coverage Summary, or for which a spouse, a family member, or any other person named in the Coverage Summary can be held legally liable to you or a family member to the extent that coverage is provided under this part of your Masterpiece policy.

**Liability for dependent care.** We do not cover any damages for personal injury for which a covered person's only legal liability is by virtue of a contract or other responsibility for a dependent's care.

**Illness.** We do not cover personal injury or property damage resulting from any illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease. We also do not cover any damages for personal injury resulting from the fear of contracting any illness, sickness or disease, or any consequence resulting from the fear of contracting any illness, sickness or disease.



#### **Exclusions**

(continued)

**Fungi and mold.** We do not cover any actual or alleged damages arising out of mold, the fear of mold, or any consequences resulting from mold or the fear of mold, other than as provided under the Extra Coverage, Fungi and mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

Liability for the acts of others. We do not cover any person for damages arising from:

- any entrustment of property;
- the failure to supervise or the negligent supervision of any person; or
- any parental or ownership liability.

This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorized land vehicle, watercraft 26 feet or longer or with more than 50 engine rated horsepower, aircraft, or hovercraft.

This exclusion does not apply to:

- the Extra Coverage, Rented or borrowed vehicles; or
- any other coverage provided under an exclusion in this part of your policy.

**Nuclear or radiation hazard.** We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

The following exclusions, Malicious or criminal acts and Special exclusions, apply solely to Employment practices liability coverage.

**Malicious or criminal acts.** We do not cover any damages arising out of a willful, malicious, or criminal act or omission by any person whether or not the injuries or damages are actually intended, expected, or foreseeable by a reasonable person. But we do cover such damages if the act was intended to protect people, unless another exclusion applies.

**Special exclusions.** We do not cover the following:

- matters which may be deemed uninsurable according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico under which the policy is construed;
- occurrences arising out of the breach of an actual or implied written or oral agreement related to employment;
- costs incurred to comply with any order, grant, or agreement to provide non-monetary relief; or
- occurrences arising out of any actual or alleged violation of any of the responsibilities, obligations, or duties imposed by the Consolidated Omnibus Budget Reconciliation Act, Employment Retirement Income Security Act of 1974, Fair Labor Standards Act (except the Equal Pay Act), state wage payment and collection laws, Federal Insurance Contributions Act, Immigration Reform and Control Act of 1986, National Labor Relations Act, Occupational Safety and Health Act, Social Security Act, Workers' Adjustment and Retraining Notification Act, including any amendments to these laws, promulgated rules, or regulations or any provisions of any similar federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.